



Request for Proposals

Professional Services for the Battlefield Trail Phase III Connector Scoping Study

City of Dallas RFP# 2022- 01

For the City of Dallas Parks & Recreation Department

City of Dallas Mayor and Council

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May 9th 2022

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1. INTRODUCTION

1.1. Purpose

The City of Dallas, Georgia is soliciting for Qualification-Based Proposals exhibiting the expertise to provide Transportation Planning and Engineering Consulting Services for the successful completion of a scoping study associated with the Battlefield Trail Phase III Connector Project. A detailed description of the scope of the Battlefield Trail Phase III Connector Project Scoping Study along with the specific task required to complete the scope of work is outlined in Section 4.0 along with Attachment A.1.1

This Study is funded by a combination of federal and local funds. The Atlanta Regional Commission (ARC) Regional Transportation Planning Study Program has awarded a Sub Grant Agreement to the City of Dallas, which is wholly or partially funded by a grant from the United States Department of Transportation.

The City has structured a procurement process that seeks to obtain the desired results, while establishing a competitive process, to ensure that each person and/or firm is provided an equal opportunity to submit a proposal in response to the RFP. Final selection will be contingent on successful execution of a contract with the City.

All transportation planning and engineering services shall be in accordance with the applicable guidelines of the American Association of State Highway and Transportation Officials (AASHTO), Georgia Department of Transportation (GDOT) Standard Specifications for the Construction of Transportation Systems, project schedules, GDOT Plan Presentation Guide and all other applicable GDOT manuals and guidelines. Additionally, including Federal Transit Administration (FTA), Federal Highway Administration (FHWA), and Georgia Department of Transportation (GDOT). All project deliverables must be submitted to the City of Dallas for review and approval.

1.2. Description of the Project and Overview

The Regional Transportation Planning Study (RTPS) program provides local governments and Community Improvement Districts funds for transportation plans, corridor studies and feasibility studies that support the goals and objectives of the Atlanta Region's Plan. The purpose of these studies is to develop project concepts that improve safety, mobility and access to all roadway users, while also preparing them for advancement to Scoping and/or PE phases (in future TIP project solicitations).

All the necessary services provided in this contract will support the development of a project concept and feasibility study/report for the City of Dallas. The project concept and feasibility study/report will examine whether the Dallas Battlefield Trail Phase III – Silver Comet Connection is a practical and implementable project for the City of Dallas.

The scope of this project will provide for a comprehensive review of the project and analyze the feasibility, constructability, and practicality of the Dallas Battlefield Trail Phase III – Silver Comet Connection project. The study area includes a 0.5-mile proposed trail segment along U.S. HWY 278/S.R. 6, connecting Dallas' Battlefield Trail Phase II project forthcoming to Tara Drummond Park at the intersection of HWY 278 and Seaboard Ave., thus also making connection to an existing sidewalk system running adjacent to HWY

278 from the intersection of HWY 278 and Seaboard Ave., with final connection to the City of Dallas Government complex and Veterans Park. Study limits may extend beyond these limits if needed for consideration of alternate alignments or logical termini of the trail connections.

1.3. Proposal Due Date, Contact Person and Inquiries

Proposers should submit One (1) original, Five (5) copies, and an electronic version of the Proposal no later than **10:00 A.M. on Thursday June 16th, 2022**, to the following address:

City of Dallas, Georgia
ATTN: Tina Clark, City Clerk
129 East Memorial Dr.
Dallas, GA 30132

A pre-proposal meeting will be held on **Thursday May 26th at 10:00 A.M.** in the Mayor & Council Work Room at City of Dallas, City Hall Government Complex, 129 E. Memorial Drive, Dallas, GA 30132. Attendance is not mandatory but is strongly encouraged.

All inquiries that must be answered in regard to the Proposal procedures or technical matters must be submitted in writing via U.S. Mail, UPS, Fedex, etc or email to tclark@dallas-ga.gov by **June 9th, 2022 by 4:00 p.m.**

City of Dallas will not address any question or clarification regarding specifications or procedures orally or via telephone. City of Dallas is not bound by any oral representations, clarifications, or changes made to the written specification by City employees, unless such clarification or change is provided to the respondent in written addendum from City of Dallas.

2. INSTRUCTIONS TO PROPOSERS

2.1. Procurement Process

The procurement will be on a formally advertised basis. All technical requirements, unless otherwise specified, must be met, or be capable of being met by the Proposer or their proposal shall be disqualified as being non-responsive.

Firms that respond to this RFP and are determined by the Selection Committee to be sufficiently qualified may be deemed eligible and the top firms may be invited to interview for these services. All respondents to this RFP are subject to instructions communicated in this document and are cautioned to completely review the entire RFP and follow the instructions carefully. City of Dallas reserves the right to reject any or all RFP submittals and to waive technicalities and informalities at the direction of the City of Dallas.

2.2. No Contact during Procurement Process

It is requested by the City of Dallas that the evaluation and award process for City contracts shall be free from

both actual and perceived impropriety and that contacts between potential vendors and City officials, elected officials and staff regarding pending awards of City contracts shall be prohibited. In this regard:

- a. No person, firm or business entity, however situated or composed, obtaining a copy of or responding to the solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any City officer, elected official, employee, or designated City representative, between the date of the issuance of this solicitation and the date of the recommendation to the Mayor and Council for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- b. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the City Clerk.
- c. Any violation of this prohibition against the initiation or continuation of verbal or written communications with City officers, elected officials, employees or designated City representative shall result in a written finding by the City Clerk that the submitted bid or proposal of the person, firm or entity in violation is “non-responsive” and same shall not be considered for award.
- d. All general communication of relevant information regarding this solicitation will be made via the City of Dallas website and the Georgia Procurement Registry website. All firms are responsible for checking the City of Dallas website <https://www.dallasga.gov> or the Georgia Procurement Registry website <https://ssl.doas.state.ga.us/gpr/> on a regular basis for updates, clarifications, and announcements. The City of Dallas reserves the right to communicate via e-mail with the primary contact listed in the RFP. Other specific communications will be made as indicated in the remainder of the RFP.

2.3. Reserved Rights

The City of Dallas reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response that is received may or may not be rejected by the city depending on available competition and timely needs of the city. There is no obligation on the part of the City to award the contract to the lowest proposer, and the City reserves the right to award the contract to the qualified proposer submitting a responsive proposal deemed most advantageous and in the best interest of the City. The City shall be the sole judge of the proposals and the resulting agreements that are in its best interest and its decision shall be final. Also, the City reserves the right to make such investigation as it deems necessary to determine the ability of any proposer to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the proposer upon request by the City. Such information may include, but shall not be limited to current financial statements by an independent CPA, verification of availability of personnel, and past performance records.

2.4. Applicable Laws

All applicable laws and regulations of the State of Georgia and ordinances and regulations of the City of Dallas shall apply.

2.5. Insurance and Risk Management Provisions

In addition to those set forth herein, Insurance and Risk Management provisions and Indemnification and Hold Harmless provisions will be included in a contract with the successful proposer.

2.6. Accuracy of RFP and Related Documents

The City assumes no responsibility that the specified technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the city will not be bound by or be responsible for any explanation or interpretation of the Proposal documents other than those given in writing as an addendum to this RFP.

Should a recipient of this RFP find discrepancies in or omissions from this RFP and related documents, the recipient of this RFP shall immediately notify the City Clerk identified in Section 1.3 in writing at the above referenced address.

2.7. Responsibility of Proposer

Each proposer is encouraged to conduct all necessary investigations and review all available and relevant data and information, which are necessary in its judgment in order to submit a responsive proposal.

2.8. Trade Secrets

If any proposal contains technical, financial or other confidential information that the proposer believes is exempt from disclosure as a trade secret, the proposer shall submit and attach an affidavit affirmatively declaring and specifically identifying which information is a trade secret pursuant to Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia Annotated. In the event the information that is identified as a trade secret is sought pursuant to the Georgia Open Records Act, and in the event the City is of the opinion that the information does not in fact constitute a trade secret, before producing such records the City shall notify the proposer of its intent to produce such records. Unless the City receives an appropriate court order prohibiting disclosure of the information within ten days of making the notification, the City shall make the requested disclosure. Marking all or substantially all of a proposal as a trade secret may result in the proposer being deemed non responsive to this RFP.

Notwithstanding the foregoing, proposers recognize and agree that the City, its staff and its consultants will not be responsible or liable in any way for any losses that the proposer may suffer from the disclosure of information or materials to third parties.

2.9. City Rights and Options

This RFP constitutes an invitation to submit proposals to the City. Without limitation or penalty, the City reserves and holds at its sole discretion, the following rights and options:

- This RFP does not obligate the City to select, procure, or contract for any services whatsoever.

- The City reserves the right to change or alter the schedule for any events associated with this procurement and, if required, notify the proposers. A proposer, by submitting a proposal agrees to be bound by any modifications made by the City.
- All costs incurred by a proposer in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations with the City will be borne by the proposer.
- The City reserves the right to reject all proposals and components thereof, to eliminate all proposers responding to this RFP from further consideration for this procurement, and to notify such proposers of the City's determination.
- Proposals are held legally responsible for their proposals and proposal budgets. Proposers are not to collude with other proposers and competitors or take any other action which will restrict competition. Evidence of such activity will result in rejection of the proposal.
- The City may cancel this RFP without the substitution of another RFP and terminate the procurement at any time without any liability whatsoever.
- The City reserves the right to waive any technicalities or irregularities in the proposals.
- The City reserves the right to eliminate any proposer who submits incomplete or inadequate responses or is not responsive to the requirements of this RFP.
- The City may request proposers to send representatives to the City for interviews and presentations.
- To the extent deemed appropriate by the City, the City may select and enter into discussion and negotiations with the proposer(s) submitting proposals(s) which are found to be reasonably susceptible for award.
- The City is not bound to accept the lowest cost proposal (qualification based)
- The City reserves the right to unilaterally discontinue negotiations with any selected proposer.
- The City reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP.
- All proposals (other than portions thereof subject to patent or copyright protection) become the property of the City and will not be returned, and the City reserves the right to utilize all such information contained in the proposals without further cost to the City.
- The City may add to or delete from the project scope of work set forth in this RFP.
- Any and all proposals not received by the proposal due date shall be rejected and will not be opened.

- Neither the City, its staff, its representatives, nor any of its consultants or attorneys will be liable for any claims or damages resulting from the solicitation, collection, review or evaluation or responses to this RFP.
- The proposal should contain a statement that the consultant has carefully reviewed the contract, can meet all insurance and other requirements, and if selected, will sign the contract.
- Protests related to this solicitation will only be accepted from prospective proposers whose direct economic interest would be affected by the award of a contract or the failure to award a contract.
- The City, including its representatives and consultants, reserves the right to visit and examine any of the facilities referenced in any proposal and to observe and investigate the operations of such facilities.
- The City reserves the right to conduct investigations of the proposers and their responses to this RFP and to request additional evidence to support the information included in any such response.
- By responding to this RFP, proposers acknowledge and consent to the rights and conditions set forth in this RFP.

2.10. Cost of Proposal Preparation and Selection Process

All cost associated with this RFP from preparation of the proposal to interviews/presentations for final selection shall be at the sole cost and expense of the proposer.

2.11. Suspension or Termination of Negotiations or Services

The anticipated contract between the successful Proposer and the City can be terminated as stated herein.

2.12. Authorization to Transact Business

If the proposer is a Georgia corporation, prior to contract execution, documents must be submitted providing evidence from the Secretary of State that the corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

If the proposer is a non-Georgia corporation, then prior to contract execution, documentation shall be submitted providing a Certificate of Authority and additional documentary evidence from the Georgia Secretary of State of proving a good standing which reflects that the corporation is authorized to do business in the State of Georgia.

2.13. Dispute

The parties hereto consent that venue and jurisdiction for any litigation concerning this agreement, bid or dispute and all documents or contract(s) concerning this matter must be asserted in and determined by the Superior Court of Paulding County, Georgia. (The parties hereto also waive any right to object to venue and jurisdiction for any litigation concerning this Agreement which must be

asserted in and determined by the Superior Court of Paulding County, Georgia.) The parties also agree and consent that this Agreement and any litigation concerning this Agreement must be construed and determined pursuant to the Laws of the State of Georgia.

2.14. General Requirements

The following information pertains to the submission of a proposal to the City of Dallas and contains instructions on how proposals must be presented in order to be considered. If specific conditions or instructions in the text of the RFP conflict with the General Requirements as listed here, those specific conditions or instructions in the RFP shall prevail.

- Proposals submitted in response to the RFP must be formatted as specified herein. Additional sheets, literature, etc., should be clearly identified.
- One (1) original, Five (5) copies and an electronic version (pdf) of the proposal shall be returned to City of Dallas City Clerk as listed in section 1.3. Each must be submitted with a cover letter signed by an official within the organization who has authority over project negotiations.
- The envelope in which the proposal is submitted must be sealed and clearly labeled with the RFP project name, due date and time, and the company or individual submitting the proposal. The technical proposal, cost proposal (if required/ and sealed in separate envelope), and contract compliance submittals (forms with the appendix) shall be submitted in separate sealed envelopes. The inclusion of any cost information in the technical proposal may result in such proposal being rejected by the City.
- The applicant must submit a **Cost Proposal in a separate sealed envelope** from the proposal document. This Cost Proposal should include estimated hours, rates, expenses, and other costs in correlation with the major tasks identified. The Cost Proposal should respond to the scope of services in this RFP. The Cost Proposal should also include the implications of any recommend deviations from the RFP Scope of Service(s)
- Proposals must be in accordance with the purposes, conditions, and instructions provided in this RFP. The City assumes no responsibility for proposals received after the submission deadline, whether due to mail delays or any other reason. Proposals received after the submission deadline will not be opened and will be considered non-responsive.
- By submitting a signed proposal, proposer agrees to accept an award made as a result of the submission at the prices and terms contained in the proposal. Prices proposed, when requested, must be audited by the proposer to insure correctness before the proposal is submitted. The person signing the proposal is responsible for the accuracy of information in it. The specifications, provisions, and the terms and conditions of the RFP and proposal shall become a valid contract between City of Dallas and the proposer upon notice of award of contract in writing and/ or issuance of a purchase order. The issuance of a notice of intent to award is not a contract.
- Any contract awarded as a result of this proposal shall comply fully with all Local, State, and Federal

laws and regulations.

- City of Dallas shall be the sole judge of the quality, responsiveness, and the applicability of all proposals.
- City of Dallas is the procuring agency and client for this project. City of Dallas shall be responsible for the overall administration and management of the Battlefield Trail Phase III Connector Scoping Study as well as for providing direction to the proposer, reviewing all reports and submittals and approving all changes to the work scope, including budget and special issues.
- Proposals must contain references which reflect successful completion of contracts for the types of goods, materials, equipment, or services which are the subject of the RFP.
- Invoices must list each item separately and must show a City of Dallas purchase order number as well as the proper department and address to whom the services or product was provided.
- Awards will be based on qualifications. Other factors, as detailed in this RFP, will be considered in determining what proposal will be deemed to best meet the needs of City of Dallas.
- Except as otherwise provided by Georgia law, all proposals and prices submitted to City of Dallas are subject to the Georgia “Open Records Act”, Official Code of Georgia Annotated (O.C.G.A.) 50-18-70 *et seq.*
- Prior to beginning any work, the successful proposer shall furnish to City of Dallas insurance certifications as required herein.
- In order for a proposer to be considered, a principal and a member thereof must be registered as professional engineers, as appropriate to the scope of work, in the State of Georgia.

3. SPECIAL CONDITIONS

3.1. Acknowledgement of Federal Funds

City of Dallas (“City”) as the “Sub grantee” in a Sub grant Agreement with the Atlanta Regional Commission has been engaged to render certain services for the Battlefield Trail Phase III Connector Scoping Study (hereinafter referred to as “Project”). The project is wholly or partially financed by a grant (hereinafter referred to as the “Grant Contract”) from the United States Department of Transportation through the Georgia Department of Transportation through the ARC (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as “the Concerned Funding Agencies”).

Proposer must submit with their proposal, completed certifications for three federal program requirements – the DBE program, Restrictions on Lobbying, and Debarment and Suspension (please reference 6.2 Proposal Forms).

3.2. Assurances

All sub-recipients and their partners, contractors, and/or vendors must assure and certify that they will comply with the appropriate regulations, policies, guidelines, and requirements, included, but not limited to Items 24, 28, & 29 of the executed Sub grant Agreement attached within the appendices.

4. PROPOSAL REQUIREMENTS

4.1. Submission Requirements

The Technical Proposal shall include proposer information, technical information, business- related information, and any technical proposal forms requested.

The required content of the Technical Proposal is further specified in this section of the RFP. The proposal shall be signed and acknowledged by the proposer, including certain information to be provided under oath as required under applicable law, in accordance with the instructions herein and the various proposal forms.

4.2. Scope of Work

- Refer to Sub grant Agreement and Attachment A.1.1 - Scope of Work.

4.3. Valid Technical Proposal Format and Content

In order to be considered valid, the proposal shall be in writing, submitted on time in sealed packages and be signed by an officer of the Proposer who can be accountable for all representation.

The technical proposal shall include the requested information in sufficient detail to demonstrate the proposer's knowledge, skills, and abilities to provide requested services.

The submittal shall be no more than twenty (20) pages of text and shall set forth the proposed work program, approach, and methodology to be used to complete the project. Supplemental information, qualifications, resumes, and experience may be included in an appendix.

The submittal shall be signed by a duly authorized officer(s) of the proposer, submitted in writing, and submitted on time in sealed packages. Each submittal shall indicate the entity responsible for execution on behalf of the team. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one consultant or one legal entity, which shall not be a subsidiary or affiliate with limited resources.

The proposal must contain the following information:

1. Profile of Proposer, including the size and organizational structure, history, and the status and outcome of any lawsuits brought against the Proposer in the past five years (lawsuit information can be added into the appendix). City of Dallas reserves the right to exclude Proposers that have an organizational

conflict of interest.

2. Description of Proposers overall approach or solution.
3. Breakdown of projects by phases or tasks. For each task identified in the scope of service(s) in the RFP, identify:
 - Specific staff to be involved, roles, and responsibilities. Availability of staff including percent of time allocated for the Battlefield Trail Phase III Connector Scoping Study versus other commitments over the duration of the study.
 - Time commitment for each person (hours)
 - Schedule
4. Master Schedule on single sheet illustrating task relationships including anticipated meetings over the duration of the study.
5. Description of Proposer's experience providing similar services including:
 - Names and addresses of contact persons
 - Description (history and experience) of proposal team members role in each project
 - Description (experience and knowledge) of GIS systems and ARC requirements
6. Project Team Profile
 - Resumes of key project participants, including prior projects of similar size and scope of work for which the participants played the same or a similar role.
 - Organizational chart of the Proposer's key team members including sub consultants
 - Description of the anticipated role of each Proposer key team member. Confirm that each team member (firms and individual team members) will be fully engaged in the update as described for the duration of the contract. City of Dallas must concur with the replacement of consultant team members.
7. Fee for Services (**provided in Cost Proposal in a separate sealed envelope**)
 - Budget broken down by team member, by firm, and by each scope of service(s) task. The number of hours allocated to each team member for each task element of the work plan will be clearly indicated.

- An estimate of reimbursable direct expenses by expense type.
- Fee for Services

8. Disadvantaged Business Enterprise (DBE) Participation (If required)

- Each proposer shall disclose its plan for meeting the **17.61% goal** when submitting the proposal and identify the DBE firm or firms (in accordance with the forms provided). A DBE Directory identifying all firms eligible to participate as DBEs is maintained by the Georgia Department of Transportation (Georgia DOT) in relation to the Uniform Certification Program (UCP). Businesses/Contractors seeking to participate as DBE's must be certified at the time of bid submittal.
- The status of a company as a Disadvantaged Business Enterprise is subject to change. The proposer shall be solely responsible to review and utilize the most current version of the DBE Directory list to ensure any company listed in its proposal is a certified Disadvantaged Business Enterprise. Failure to list certified DBE Participants in the proposal will subject the proposal to be disqualified.

Executive Summary.

The technical proposal shall include an executive summary, which shall meet the following requirements:

- Listing of key contact information on the proposer firm(s), including name, business address, telephone number, fax number, email address, and name of contact person.
- Include a brief statement of approach to the work, understanding of the project's goals and objectives and demonstrate understanding of the project's potential problems and concerns.
- Provide a brief history of the proposer and give the primary geographic area in which the proposer conducts business.
- Provide a brief history of the proposer and give the primary geographic area in which the proposer conducts business.
- Provide a brief overview of the proposer's management philosophy in relation to personnel, operations, cost control, and responsiveness to City of Dallas concerns.

Project Plan.

- Include proposer name, address, telephone number, and e-mail address for the primary contact person. Include the same information for any sub consultants. State which office and location will be performing the work.
- Describe the management approach in completing the work identified in the attached Scope of

Work. At a minimum, the plan must identify all major tasks, when the major tasks will start and finish, planned reviews of work associated with each major task, project completion date, and other information that will assist in the planning and tracking this project successfully.

- Describe methodologies including best practices and benchmarks to be used.
- A summary of the proposer's quality assurance/quality control program should be provided.

Project Team Manager.

The proposer shall designate a Project Manager assigned responsibility for ensuring completion of all the required work on behalf of the proposer and coordinating with the City throughout the project. It is imperative that the Project Manager have demonstrated knowledge of transportation and related issues in City of Dallas, the Atlanta Regional Commission, State and the Federal level, with a superior ability to communicate effectively with local elected officials, community partners and stakeholders. The individual must also have demonstrated experience with preparation of comprehensive multi-jurisdictional, multi-modal transportation plans and studies.

Key specific responsibilities of the Project Manager:

- Overall project management, including developing and maintaining the project schedule and budget.
- Coordinating with the City Liaison and Project Management Team at key project stages.

- Coordination with local and regional partners as appropriate on major issues including ARC, GDOT, as well as federal transportation agencies if necessary. Making and overseeing assignments to consultant staff and/or sub consultants.
- Developing and submitting work product that meets City requirements.
- Making any required revisions to data or reports based on direction from the City.
- Submitting invoice and progress reports in a format that meets City requirements after satisfactory completion of the required work.
- Maintaining records on the project in accordance with City, ARC, State, and Federal requirements.
- Documenting meetings with the City, Cities, other agencies, and the public.
- Making presentation to the elected bodies and selected community groups.

Project Team Qualification Requirements.

- Identify a minimum of five (5) related projects where the proposer has performed, with entities comparable to City of Dallas, within the last five years. Provide this information on each project:
 - Name of the project, owner, year performed and the project location.
 - Description of the project.
 - Reference including a contact name, addresses, current email address, and phone number. This reference should be the owner's staff member who was in charge of the project for the owner.
- Utilization of Disadvantaged Businesses Enterprises (DBE) - A delineation of the personnel of the proposer and any sub-consultants, who shall actually work on the project and their roles. An outline of the qualifications and experience of the proposer(s) and the assigned personnel in projects similar to this study. This should include summaries of projects of similar complexity and scope underway or completed within the past five years.
- Provide three (3) clients' references for each firm included in the proposer's team. This reference information should include the project name, client contact name, title, mailing address, e-mail address and telephone number.

Proposer Financial Information.

Provide information for the last 5 years (prime and sub consultants) including gross income of the proposer and the average number of permanent employees. For proposers having offices other than the local office, this

information should be listed for both the local office and the proposer as a whole.

Availability of Key Personnel.

Provide an overall master schedule to complete the project. Project completion should be finalized and the project closed out no later than **December 3rd, 2022**. Key dates for project completion will be final draft for review and comment by **November 6th, 2022**.

List all names of all key personnel who will perform work on the project. Also, at least one page shall include an organizational chart for each company and an organizational chart for the proposed team. NOTE: Personnel information would include professional registration, years of experience, years with proposer, years with previous employers (if applicable) and actual work performed by the individual.

In a similar table, list ongoing projects (similar type projects should be given priority, and all related projects with GDOT should be listed regardless of current schedule), personnel working on the project, their responsibility, percent time by person allocated to the projects listed, and the current status with regard to the phase of work and percent of time by person to be allocated to this project.

5. EVALUATION CRITERIA

5.1. Proposal Evaluation and Selection

A selection committee will review and rate all proposals based on a scoring criteria as outlined in this document.

During the first phase of the evaluation, the Selection Committee will have access to all proposal materials except the **separately sealed Cost Proposal**. Proposals will initially be scored based on the technical criteria and references. The Selection Committee may invite any number of the highest rated firms to participate in onsite interviews.

All expenses related to the participation in the onsite interviews are the responsibility of the consultant with no obligation to the City. The decision to interview and the number of firms to interview is at the sole discretion of the Selection Committee. The interview (if required) will be evaluated and scored, and this score will be added to the overall score. The consultant(s) with the highest score(s) will be recommended for award contingent upon approval by the City of Dallas Mayor and Council. The City reserves the right to negotiate with the selected firm(s) for rates and concession that are in the best interest of the City. Upon the City's award of the contract, the City will present a contract for execution to the selected consultant(s). If execution of this contract, with the selected consultant(s), is unsuccessful, the City will negotiate with the second ranked consultant and so on until a satisfactory agreement has been reached.

In accordance with the Brooks Act, hourly rates will not be used as a criteria for evaluating proposals. After the most qualified consultant is selected, price will be discussed in the negotiation process.

There will be no bias in terms of a solution and/or a solution framework so as to afford all consultants an even playing field when the proposals are evaluated. The City reserves the right to ask for additional information

and clarification from or about any or all consultants.

Please make sure the contact information for the references you provide is correct.

Item #	Evaluation Factors	Maximum Points
A	Experience of Firm - Effective and substantive (relative to key objectives) experience of the firm in the provision of similar services in size and scope.	25
B	Experience of Key Personnel - Relevant qualifications, experience and availability of proposed key personnel, with emphasis on staff location (Atlanta metro area). Current work load and Demonstrated ability to meet schedules.	30
C	Understanding & Approach - Demonstration of an understanding & approach showing ability to meet or exceed the minimum requirements and specifications.	40
D	References - Provide three (3) references for projects that are of the same size organization or larger. Do not include references that are significantly smaller than our current environment. Contact information must be current and correct. City of Dallas will make no more than two (2) email attempts. If no response received, no points will be given.	5
Sub-Total		100
Optional Interview - City of Dallas may choose to conduct on-site interviews.		20
Total		120

Criteria for Selection:

The following selection criteria will be used as the basis for the evaluation of proposals.

Project Plan Approach/ Methodology

- a) Experience of Firm(s)
- b) Experience of Key Personnel
- c) Understanding and Approach

- d) References
- e) Optional Interview

Based on the Qualification-Based Proposals submitted in response to this RFP, the Selection Committee will rank the submissions in order by the most qualified firms using individual scores. Depending on the number and quality of the submissions, the Selection Committee may choose to shortlist firms for further consideration or interviews.

Interested proposers should note the following information:

1. It is extremely important that project schedules are met. Only those proposers with the necessary resources and a commitment to complete all project design work on schedule should submit an RFP.
2. The proposers must be pre-qualified with GDOT in areas appropriate for the type of work requested in the RFP in order to be awarded a contract with City of Dallas. It is also expected that the proposers be very knowledgeable about the Planning Process and to be proactive in meeting the requirements with minimal oversight by City of Dallas.

Prime Consultant and/or Sub consultants – Area Class Required (at a minimum)

- 1.06(a) NEPA Documentation
- 1.06(b) History
- 1.06(c) Air Quality Studies
- 1.06(d) Noise
- 1.06 (e) Ecology
- 1.06(f) Archeology
- 1.07 Attitude, Opinion, Community Value Studies
- 1.10 Traffic Analysis
- 1.13 Non-Motorized Transportation Planning
- 3.01 Two-Lane or Multi Lane Rural Roadway Design
- 3.02 Two-Lane or Multi-Lane Urban Roadway Design
- 3.06 Traffic Operations Studies
- 3.07 Traffic Operations Design
- 3.09 Traffic Control Systems Analysis, Design and Implementation
- 3.13 Bicycles and Pedestrians Facility Design
- 6.01(a) Soil Survey Studies

3. Proposers will be evaluated for experience and performance criteria based on possession of high ethical and professional standing, recent planning experience, design of roadway and bridge projects, ability to complete work on time and within the budget, experience and versatility in performing a wide range of engineering and technical services, qualifications of personnel, stability of the firm and its work force, knowledge of the planning process and design criteria, and financial soundness of the proposer.
4. Firms will receive a notification from City of Dallas outlining the findings of the Selection

Committee. In this communication, the City may either notify the firms of intended selection or provide instructions for additional information or interview. Criteria for the remainder of the selection process will be communicated in the Finalist Notification.

5. At the discretion of the Selection Committee, an interview may be requested. Each finalist firm shall be notified in writing and informed of the place, date, and time for the interview session. Detailed interview instructions and requirements of the finalist will be provided in the Notification to Finalist. Firms shall not address any questions, prior to the Interview, to anyone other than the City's designated contact.

Schedule of Events, Negotiation of Fee, and Final Scope of Work:

The following Schedule of Events represents City of Dallas best estimate of the Schedule that will be followed in the selection process. All times indicated are prevailing times in the Atlanta, Georgia Area. City of Dallas reserves the right to adjust the schedules as the City deems necessary.

Response to RFP		
City of Dallas issues public advertisement of RFP#2022- 01	05/12/22	5:00PM
Pre-Proposal Conference	05/26/22	10:00AM
Question Deadline	06/09/22	4:00PM
Deadline for submission of Proposal	06/16/22	10:00AM
Tentative Interview	06/30/22	TBD
Tentative Mayor and Council Approval	07/04/22	5:00PM

If selected, the highest-ranking firm(s) sealed cost proposal will be opened and the final scope of work(s) shall be provided by the top ranked proposer to the City to begin negotiation. If the results are unsatisfactory, the City will negotiate with the next ranked proposer in a mutually agreed time frame prior to award of contract.

Notice of Award of Contract:

The Contract Agreement shall not exceed December 30th 2022 (with the final draft due for review November 6th, 2022), and will be awarded to the most qualified proposer using the Evaluation Criteria outlined herein whose cost proposal is acceptable to the City.

As soon as possible, and within 30 days after receipt of acceptable proposals, the City shall notify the successful

proposer of its intent to enter into a contract agreement. Should the City require additional time to award a contract, the time may be extended by the City. If an award of contract has not been made within 60 days from the proposal opening date or within the extension mutually agreed upon, the proposer may withdraw the bid without further liability on the part of either party.

Execution of Contract Documents:

- a) Within fifteen (15) days of award of the contract by the City of Dallas Mayor and Council, the City shall furnish the successful proposer the conformed copies of contract documents for execution by the proposer.
- b) Within fifteen (15) days after receipt of the contract documents, the successful proposer shall return all the documents properly executed. Attached to each document shall be the certificate of insurance and proper licenses required by Federal, State, or local authorities.
- c) Within thirty (30) days after receipt of the proposer-executed contract documents, certificates of insurance, and licenses, the City shall complete the execution of the documents. Distribution of the fully-executed documents will be made upon completion.
- d) Should either party require an extension of any of the time limits stated above, it shall be done only by mutual agreement between both parties.

Notice to Proceed:

The notice to proceed shall be issued within ten (10) days of the execution of the Contract Agreement by the City. If there are reasons why the Notice to Proceed should not be issued within this period, the time may be extended by mutual agreement between the City and successful proposer. If the notice to proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the successful proposer may terminate the contract agreement without further liability on the part of either party.

6. PROPOSAL FORMS

6.1. Introduction

To be deemed responsive to this RFP, proposers must provide the information requested and complete in detail all proposal forms. The appropriate individual(s) authorized to commit the proposer to the project must sign the proposal forms. Proposers should reproduce each proposal form, as required, and complete the appropriate portions of the forms attached in the back of this RFP.

6.2. Proposal Forms

- Amendment Certification (prime)
- Contract Affidavit and Agreement (prime)
- Subcontractor Affidavit and Agreement (sub consultants)

- Disadvantaged Business Enterprise (DBE) Identification Form. (Only DBE)
- City of Dallas Government DBE Participation Monthly Report. (Informational only)
- Federal Contract Provisions for Non-Federal Entity Contracts under Federal Awards- The Federal Highway Administration (FHWA) (prime)
- Certification Regarding Lobbying. (ALL)
- Certification Regarding Debarment, Suspension and other Responsibility Matters. (ALL)
- Disadvantaged Business Enterprise (DBE) Utilization Form. (prime)
- DBE Letter of Intent form. (prime)
- General Certification and Acknowledgement by Proposer. (prime)
- Non-Collusion Affidavit (ALL)
- Company Information Form (prime)

Instructions for completing the forms are included on the attachments.

The requirements of 49 CFR, Part 26, Regulation of the U.S. Department of Transportation apply to this contract. It is the policy of City of Dallas to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All proposers qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this RFP. These requirements apply to all proposers, including those who qualify as a DBE. The bidder/proposer shall make a good faith effort, as defined in 49 CFR Part 26 to include DBE participation in the performance of this contract.

A directory identifying all firms eligible to participate as DBEs is maintained by the GDOT in relation to the Unified Certification Program (UCP). The directory lists the firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE. The Directory is updated monthly. The Directory is available online at <http://www.dot.ga.gov/PS/Business/DBE> or by contacting:

Georgia Department of Transportation | Equal Opportunity Office
1 Georgia Center | 600 W. Peachtree Street, NW | 7th Floor Atlanta GA 30308 | (404) 631-1972

7. CONTRACT COMPLIANCE REQUIREMENTS

7.1. Non-discrimination in Purchasing and Contracting

It is the policy of City of Dallas that discrimination against any businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the City

and all vendors and contactors doing business in the City shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or part, with monetary appropriations of the City without regard to race, color, gender, or national origin of the ownership of any such business. Similarly, it is the policy of the City that the contracting and procurement practices of the City should not implicate City of Dallas as either an active or passive participant in any discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with City of Dallas.

8. INSURANCE AND RISK MANAGEMENT PROVISIONS

8.1. Required Insurance Coverage

The successful proposer shall not commence work under this contract until all insurance described below has been obtained and insurance certificates provided to the City, nor shall the successful proposer allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved by the successful proposer.

The proposer shall maintain insurance coverage with insurance companies reasonably acceptable to City of Dallas and authorized to do business in Georgia. The insurance shall cover as deemed appropriate by City of Dallas:

- a) Claims under workers' compensation, disability benefit, and other similar employee benefit acts;
- b) Claims for damages because of bodily injury, occupational sickness, disease, or death of any employee of the proposer;
- c) Claims for damages because of bodily injury, sickness, disease, or death of any person other than an employee of the proposer;
- d) Claims for damages insured by usual personal injury liability coverage which are sustained by any other person;
- e) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- f) Claims for damages because of professional errors and omissions; and
- g) Claims for contractually assumed liability under the agreement.

The aforesaid insurance required to be maintained by the proposer may be written under an umbrella policy or policies, but shall not be written for less than the limits that complies with the laws of the state of Georgia, as well as reasonable and prudent business practices.

Certificates of insurance indicating that the proposer has obtained such coverage shall be filed with the City prior to the commencement by the proposer of the services. Such certificates shall be in form and substance reasonably acceptable to the City, shall indicate that, except in respect to workers' compensation insurance

coverage and professional errors and omissions, City is an additional named insured with respect to such coverage, shall indicate that such coverage is primary and is not contributory with any similar insurance purchased by the City and shall contain a provision that such coverage shall not be canceled until at least thirty (30) days' prior written notice has been given to the City.

9. ADDITIONAL INFORMATION

9.1. Suspension or Termination of Services

The anticipated contract between the successful proposer and the City can be terminated based on:

- a) City electing, in writing, not to exercise any of its option periods.
- b) Failure of the proposer to perform based on the proposer's bankruptcy, lack or loss of skilled personnel, or disregarding laws, ordinances, rules, regulations or orders of any public body having jurisdiction. Should any single, multiple or all of the above conditions occur, the City shall have the authority to terminate the contract with written notice to the successful proposer. The successful proposer shall be liable for any losses occurring as a result of not abiding by the terms of the agreement.
- c) The successful proposer shall have the right to voluntarily terminate this agreement at any time upon thirty (30) days advance written notice to the City of its intention to terminate.
- d) In addition to those provisions set forth in section 9.1(b), City of Dallas shall have the right to terminate this agreement at will. All correspondence of this nature will be forwarded by certified or registered mail.
- e) Any termination of the successful proposer's services shall not affect any right of the City against the successful proposer than existing or which may thereafter occur. Any retention of payment of monies by the City due the successful proposer will not release the successful proposer from compliance with the contract documents.

9.2. Indemnification:

The successful proposer will indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the successful proposer and anyone directly or indirectly employed by the proposer or anyone for whose acts proposer may be liable. In any and all claims against the City or any of its agents or employees, by any employee of the successful proposer, directly or indirectly employed by proposer, or anyone for whose acts proposer may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful proposer or under the Worker's Compensation Acts, Disability Benefits Acts or other employee benefits acts.

9.3. Assignments:

The successful proposer shall not assign the whole or any part of this contract or any monies due or to become due hereunder without written consent of the City. In case the successful proposer assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

9.4. Laws and Regulations:

The successful proposer's attention is directed to the fact that all applicable Federal, State and City laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful proposer shall keep himself fully informed of all laws, ordinances and regulations of the Federal, State, City and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these contract documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, the proposer shall herewith report the same in writing to the City.

The successful proposer shall at all times observe and comply with all such existing and future laws, ordinances and regulations, and shall protect and indemnify the City and its agents against the violation of any such law, ordinance, regulation, order or decree, whether by themselves or by their employees. Licenses of a temporary nature, necessary for the prosecution of the services shall be secured and paid for by the successful proposer.

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

- The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor.
- No attempt has been made, or will be made, by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Department of Justice.

9.5. Administration

- a) The Contract Administrator for this RFP shall be Mr. Kendall Smith, City Manager. The Contract Administrator shall act as the City's representative during the execution of any subsequent contract and related amendments. He will evaluate any contract disputes in a fair and unbiased manner. The decisions of the Contract Administrator shall be final and conclusive and binding upon all parties to the contract. Any advertisement, selection or contractual questions arising during the RFP or during the contract period(s) are to be addressed to the Contract Administrator.
- b) Any technical questions arising, subsequent to contract award, are to be addressed to the Contract Technical Representative at the following address:

City of Dallas, Georgia
Attn: Brandon Rakestraw, Public Works Director
129 E. Memorial Drive
Dallas, GA 30132

9.6. Notice and Service Thereof:

- a) All notices, demands, requests, instructions, approvals, and claims shall be in writing.
- b) Any notice to or demand upon the proposer shall be sufficiently given if delivered at the office of the proposer specified in his proposal (or at such other office as the proposer may from time to time designate to the City in writing), or if deposited in the United States mail in a sealed, postage-prepaid envelope addressed to such office, or delivered, with charges prepaid to such office.
- c) All papers required to be delivered to the City shall, unless otherwise specified in writing to the proposer, be delivered to the Contract Administrator. Any notice to or demand upon the City shall be sufficiently given if delivered to the office of said Contract Administrator or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to said Contract Administrator or to such other representative of the City or to such other address as the City may subsequently specify in writing to the proposer for such purposes.

9.7. Changes in the Contract:

- a) Changes in the Service

The City may at any time, as the need arises, order changes within the scope of the services without invalidating the contract agreement. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the services, an equitable adjustment shall be negotiated by the issuance of a contract amendment. The Contract Administrator, also, may at any time, by issuing a contract amendment, make changes in the details of the services. The proposer shall proceed with the performance of any changes in the services so ordered by the Contract Administrator unless the proposer believes that such order entitles proposer to a change in the fee or time or both, in which event the proposer shall give the Contract Administrator written notice thereof within fifteen (15) days after the receipt of the contract amendment, and the proposer shall not execute

such amendments pending the receipt of an executed notice to proceed instruction from the City.

The City may, when changes are minor or when changes would result in relatively small changes in the fee or contract time, elect to postpone the issuance of a contract amendment until such time that a single amendment of substantial importance can be issued incorporating several changes. In such cases, the City shall indicate this intent in a written notice to the proposer.

b) Changes in Fee

The fee shall be changed only by a mutual agreement by the proposer and the City transmitted as a contract amendment. The proposer shall, when required by the City, furnish to the City the method and justification used in computing the change in fee as related to the services ordered.

c) Changes in Contract Period

The contract periods shall be changed only by a contract amendment. Changes in the services described in above and any other claim made by the proposer for a change in the contract period shall be evaluated by the City and if the conditions warrant, an appropriate adjustment of the contract periods will be made.

9.8. Payments and Completion:

a) Application for Payment

The proposer shall submit an application for payment (invoice) for services rendered during the preceding calendar month. This application shall be sent to the contract technical representative.

b) Certificate for Payments

If the proposer has made application for payment as above, the contract technical representative will issue a certificate for payment to the Finance Department for such amount as is determined to be properly due, or state in writing the itemized and specific reasons for withholding a certificate. After the certificate for payment has been issued, the Finance Department shall pay to the proposer, within thirty (30) days, the amount covering services completed. No certificate for payment, nor any payment, shall constitute an acceptance of any services not in accordance with the contract documents.

c) Failure of Payment

If the contract technical representative should fail to approve an application for payment, through no fault of the proposer, within seven (7) days after receipt from the proposer, or if the Finance Department should fail to pay the proposer within thirty (30) days after receipt of a certificate for payment, then the proposer shall receive interest on the balance due with the interest being one percent (1%) per month not to exceed three (3) months (3%). The City reserves the right to reject the contract technical representative's certification of any request for payment by the consultant without the accrual of interest.

d) Governing Document

All parties expressly agree that the provisions of the Georgia Prompt Pay Act, Title 13, Chapter 11, of the Official Code of Georgia Annotated, are superseded by the terms and conditions of this agreement.

e) Final Payment

Upon receipt of written notice from the proposer that all contracted services are complete, the Contract Administrator will, within a reasonable time, review all services and reports. If the Contract Administrator finds the services and reports of the consultant complete and acceptable in accordance with the provisions of the contract documents, he shall, within a reasonable time, direct the Finance Department that the final payment can be made. The acceptance of final payment shall constitute a waiver of all claims by the proposer except those previously made in writing and still unsettled.

9.9. Claims:

No claim for additional or other compensation beyond the contracted fees shall be allowable unless the proposer makes and continuously maintains written demand therefore within thirty (30) days of the occurrence of any event which gives rise to such claim.

9.10. Contract Agreement Jurisdiction:

Proposer irrevocably consents that any legal action or proceeding against it under, arising out of or in any manner relating to this agreement shall be brought in in the Superior Court of Paulding County, Georgia. Proposer designates the Secretary of the State of Georgia as its agent for service of process, provided no such agent located in Georgia is on file with the said Secretary. Proposer, by the execution and delivery of this agreement, expressly and irrevocably assents to and submits to the personal jurisdiction of the Superior Court of Paulding County, Georgia, and in any said action or proceeding. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction, improper venue or forum non-convenient or any similar basis.

9.11. Ownership of Data

All data and other records supplied to the proposer for this project shall remain the sole property of City of Dallas, GDOT and ARC. The proposer shall not, without written consent, copy or use such records, except to carry out contracted work, and will not transfer such records to any other party not involved in the performance of the contract pursuant to this RFP, and will return submitted records to the City upon completion of the work hereunder. City of Dallas, GDOT, and ARC shall have the right, without the consent of the proposer, to extract such data in industry standard formats, using standard contractor utilities and at no cost.

9.12. Proposer Responsibilities

The role of proposer may be undertaken by one or more individuals, firms, or organizations with demonstrated capabilities in one or more of the following disciplines, among others: transportation planning, traffic engineering, land use planning, urban design, community relations, economic development, and landscape architecture. All responses to this RFP must include the full range of experience and skills necessary to perform the work outlined under the Scope of Services.

9.13. Project Funding

Based on the formula published by ARC, City of Dallas, would be eligible for \$80,000 in funds with a 20% match of \$20,000 for a total budget of \$100,000.

10. Appendix and Exhibits

Attachment 1 Amendment Certification

Attachment A – Contractor Affidavit & Agreement

Attachment A-1- Subcontractor Affidavit & Agreement

Attachment B –Disadvantaged Business Enterprise (DBE) Identification Form

Attachment C – City of Dallas Government DBE Participation Monthly Report

Attachment C-2 Required Contract Provisions for Non-Federal Entity contracts under Federal Awards – The Federal Highway Administration (FHWA)

Attachment D – Certification Regarding Lobbying

Attachment E – Certification Regarding Debarment & Suspension, and other Responsibility Matters

Attachment F – Disadvantaged Business Enterprise Utilization

Attachment G - Letter of Intent

Attachment H – General Certifications

Attachment I – Non-Collusions Affidavit

Attachment J – Company Information Form

Attachment A.1.1 Sub grant Agreement – Scope of Work (separate document)

Disadvantaged Business Enterprises (DBE): The following provisions should be carefully read to determine applicability to your business.

City of Dallas Government encourages the participation of all businesses in offering their services and/or products. The City of Dallas Government has the goal to fairly and competitively procure the best products at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had programs in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:

<http://www.dot.state.ga.us/eo-div/index.shtml>

The City of Dallas Government addresses DBE business participation (frequency and dollar value) in the following ways:

1. City of Dallas wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.
 - a. DBE businesses are requested to identify such status at the time they register as a vendor.
 - b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete ATTACHMENT B if applicable and return with bid submittal.
 - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished City of Dallas Government DBE Participation Report, ATTACHMENT C. Businesses are requested to complete this report and submit it with each invoice for the time period billed.
2. The City of Dallas Department of Transportation is the lead agency for implementing the USDOT DBE Program for the City.

Amendment Certification

I hereby acknowledge receipt of the following checked amendments of the Proposal, Plans, Specifications, and/or other documents pertaining to the Contract.

Amendment Nos.: 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

I understand that failure to confirm the receipt of amendments is cause for rejection of bids.

Witness my hand and seal this the _____ day of _____, 20____.

The bidder(s) whose signature(s) appears on this document, having personally appeared before me, and being duly sworn, deposes and says that the above statements are true and correct.

Company Name (Print Name)

Sworn to and subscribed before me this
_____ day of _____, 20____

By _____

(Notary Public)

My commission expires _____ day of _____, _____.

ATTACHMENT A

CONTRACTOR AFFIDAVIT AND AGREEMENT (THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal Immigration Reform Enhancements for 2013, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dallas Mayor and Council has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security] to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the City of Dallas Mayor and Council, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dallas Mayor and Council at the time the subcontractor(s) is retained to perform such service.

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or
Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

For City of Dallas Use Only:

Document ID # _____

Issue Date: _____

Initials: _____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

ATTACHMENT A - 1

**SUBCONTRACTOR AFFIDAVIT AND AGREEMENT
(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with The Illegal Immigration Reform Enhancements for 2013, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Dallas Mayor and Council has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security] to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services or the performance of labor pursuant to this contract with the City of Dallas Mayor and Council, the contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Subcontractor(s) further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Dallas Mayor and Council at the time the subcontractor(s) is retained to perform such service.

E-Verify * User Identification Number

Date Registered

Legal Company Name

Street Address

City/State/Zip Code

BY: Authorized Officer or Agent
(Contractor Signature)

Date

Title of Authorized Officer or
Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20____

Notary Public

My Commission Expires: _____

For City of Dallas Use Only:

Document ID # _____

Issue Date: _____

Initials: _____

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is "E-Verify" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security

ATTACHMENT B

DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. Firm qualifying as a small business under certain Federal/State programs may also be included. If your firm is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response or send to:

City of Dallas, Georgia
Attn: City Clerk
129 E. Memorial Drive
Dallas, GA 30132
Email: tclark@dallas-ga.gov

Name of Business: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Certification Number: _____

Name of Organization Certification _____

This information is acquired for informational purposes only and will
have no bearing on the award unless otherwise stated.

Instructions for Completing Attachment C
Disadvantaged Business Enterprise (DBE)
Participation Report

All City of Dallas Government contractors or vendors are requested to complete a report descriptive of any DBE subcontractor involvement in work for which the government is making payment. If otherwise specified in an RFP/ITB or contract, additional reporting forms may be required as well.

The objective of this request is to assist in the identification of Disadvantaged Business Enterprise (DBE) business participation with the City of Dallas Government and to quantify that participation.

The City of Dallas Government does not administer a DBE Certification Program. The principle certification agency for the State of Georgia is the Georgia Department of Transportation. As a Contractor/Vendor you are not responsible for verification of any DBE Certification information of your subcontractor.

Instructions

1. Contractor/Vendor is furnished the one-page DBE Monthly Participation Report with each City of Dallas Government-issued Purchase Order.
2. Contractor/Vendor completes this report for each billing period and attaches it to the invoice to then be sent to the City department/agency receiving the service or product.
3. Upon receipt of a Contractor/Vendor invoice and DBE report, the City department/agency receiving the service or product should keep a copy of the completed DBE report for their reporting process. In order to add or verify the prime contractor is registered as a DBE vendor in AMS, the City department/agency should send a copy of the DBE report to:

A Disadvantaged Business Enterprise (DBE) is a firm that is under the control of someone in an ownership position (at least 51%) that:

1. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific American. There may be other groups that may be eligible to be certified as DBE.
2. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.
3. Has a personal net worth which does not exceed \$750,000.
4. The business meets the Small Business Administration's size standard for a small business. Its annual gross receipts for the three previous fiscal years cannot have exceeded \$22,410,000. Depending on the type of work the business performs, other size standards may apply.
5. The business is organized as a for-profit business.
6. The business may also be DBE eligible as a certified U.S. Small Business Administration 8 (a) program.

ATTACHMENT C-2
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER
FEDERAL AWARDS – THE FEDERAL HIGHWAY ADMINISTRATION (FHWA)

The following provisions are required and apply when federal funds are expended for any contract resulting from this procurement process.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when federal funds are expended, City of Dallas reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

- (B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).**

Pursuant to Federal Rule (B) above, when federal funds are expended, City of Dallas reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. City of Dallas also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if City of Dallas believes, in its sole discretion that it is in the best interest of City of Dallas to do so. The vendor will be compensated for work performed and accepted and goods accepted by City of Dallas as of the termination date if the contract is terminated for convenience of City of Dallas. Any award under this procurement process is not exclusive and City of Dallas reserves the right to purchase goods and services from other vendors when it is in the best interest of City of Dallas.

- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60- 1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”**

Pursuant to Federal Rule (C) above, when federal funds are expended by City of Dallas on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above?

YES _____ Initials of Authorized Representative of vendor

- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not**

less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The nonfederal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by City of Dallas, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

- (E) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by City of Dallas, the vendor certifies that during the term of an award for all contracts by City of Dallas resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

- (F) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by City of Dallas, the vendor certifies that during the term of an award for all contracts by City of Dallas resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by City of Dallas, the vendor certifies that during the term of an award for all contracts by City of Dallas resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES___Initials of Authorized Representative of vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by City of Dallas, the vendor certifies that during the term of an award for all contracts by City of Dallas resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES___Initials of Authorized Representative of vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the nonfederal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Paulding, the vendor certifies that during the term and after the awarded term of an award for all contracts by City of Dallas resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal

grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(J) § 635.116 Subcontracting and contractor responsibilities—(a) Contracts for projects shall specify the minimum percentage of work that a contractor must perform with its own organization. This percentage shall be not less than 30 percent of the total original contract price excluding any identified specialty items. Specialty items may be performed by subcontract and the amount of any such specialty items so performed may be deducted from the total original contract before computing the amount of work required to be performed by the contractor's own organization. The contract amount upon which the above requirement is computed includes the cost of materials and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

(b) The STD shall not permit any of the contract work to be performed under a subcontract, unless such arrangement has been authorized by the STD in writing. Prior to authorizing a subcontract, the STD shall assure that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. The Division Administrator may permit the STD to satisfy the subcontract assurance requirements by concurrence in a STD process which requires the contractor to certify that each subcontract arrangement will be in the form of a written agreement containing all the requirements and pertinent provisions of the prime contract. Prior to the Division Administrator's concurrence, the STD must demonstrate that it has an acceptable plan for monitoring such certifications.

(c) To assure that all work (including subcontract work) is performed in accordance with the contract requirements, the contractor shall be required to furnish:

- (1) A competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work), and;**
- (2) Such other of its own organizational resources (supervision, management, and engineering services) as the STD contracting officer determines are necessary to assure the performance of the contract.**

(d) In the case of a design-build project, the following requirements apply:

- (1) The provisions of paragraph (a) of this section are not applicable to design-build contracts;**
- (2) At their discretion, the STDs may establish a minimum percentage of work that must be done by the design-builder. For the purpose of this section, the term design-builder may include any firms that are equity participants in the design-builder, their sister and parent companies, and their wholly owned subsidiaries;**
- (3) No procedure, requirement or preference shall be imposed which prescribes minimum subcontracting requirements or goals (other than those necessary to meet the Disadvantaged Business Enterprise program requirements of 49 CFR part 26).**

Pursuant to Federal Rule (J) above, when federal funds are expended by City of Dallas, the vendor certifies that during the term of an award for all contracts by City of Dallas resulting from this procurement process,

the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (J) above.

Does vendor agree? YES___Initials of Authorized Representative of vendor

- (K) § 635.108 Health and safety—Contracts for projects shall include provisions designed:(a) To insure full compliance with all applicable Federal, State, and local laws governing safety, health and sanitation; and(b) To require that the contractor shall provide all safeguards, safety devices, and protective equipment and shall take any other actions reasonably necessary to protect the life and health of persons working at the site of the project and the safety of the public and to protect property in connection with the performance of the work covered by the contract.**

Pursuant to Federal Rule (K) above, when federal funds are expended by City of Dallas, the vendor certifies that during the term of an award for all contracts by City of Dallas resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (K) above.

Does vendor agree? YES___Initials of Authorized Representative of vendor

- (L) Certification Regarding Compliance with O.C.G.A. § 50-5-85—Grantee certifies that it is not currently engaged in, and agrees for the duration of this Grant not to engage in, a boycott of Israel as defined in O.C.G.A. § 50-5-85.**

Pursuant to Federal Rule (L) above, when federal funds are expended by City of Dallas, the vendor certifies that it is not currently engaged in, and agrees for the duration of this

Does vendor agree? YES___Initials of Authorized Representative of vendor

- (M) Drug Free Workplace Compliance with O.C.G.A. 50-24-3 (2010)**

(A) Drug-free Workplace. The Contractor/Grantee hereby certifies as follows:

- (1) Contractor/Grantee will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract; and**
- (2) If Contractor/Grantee has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace program, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract; and**
- (3) Contractor/Grantee will secure from any subcontractor hired to work on any job assigned under this Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace program will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."**

(B) Contractor may be suspended, terminated, or debarred if it is determined that:

- (1) Contractor has made false certification herein above; or**
- (2) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).**

Pursuant to Federal Rule (M) above, when federal funds are expended by City of Dallas, the vendor certifies that during the term of an award for all contracts by City of Dallas resulting from this procurement

process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (M) above.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

(N) § 635.109 Standardized Changed Condition Clauses

(A) Except as provided in paragraph (b) of this section, the following changed conditions contract clauses shall be made part of, and incorporated in, each highway construction project, including construction services contracts of CM/GC projects, approved under 23 U.S.C.106:

(1) Differing site conditions.

- (i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.**
- (ii) Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.**
- (iii) No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.**
- (iv) No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the STD's at their option.)**

(2) Suspensions of work ordered by the engineer.

- (i) If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.**
- (ii) Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.**
- (iii) No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.**

- (iv) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(3) Significant changes in the character of work.

- (i) The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
- (ii) If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
- (iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
- (iv) The term “significant change” shall be construed to apply only to the following circumstances:

(A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

(B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

(b) The provisions of this section shall be governed by the following:

- (1) Where State statute does not permit one or more of the contract clauses included in paragraph (a) of this section, the State statute shall prevail and such clause or clauses need not be made applicable to Federal-aid highway contracts.**
- (2) Where the State transportation department has developed and implemented one or more of the contract clauses included in paragraph (a) of this section, such clause or clauses, as developed by the State transportation department may be included in Federal-aid highway contracts in lieu of the corresponding clause or clauses in paragraph (a) of this section. The State's action must be pursuant to a specific State statute requiring differing contract conditions clauses. Such State developed clause or clauses, however, must be in conformance with 23 U.S.C., 23 CFR and other applicable Federal statutes and regulations as appropriate and shall be subject to the Division Administrator's approval as part of the PS&E.**

(c) In the case of a design-build project, STDs are strongly encouraged to use “suspensions of work ordered by the engineer” clauses, and may consider “differing site condition” clauses and “significant changes in the character of work” clauses which are appropriate for the risk and

responsibilities that are shared with the design-builder.

Pursuant to Federal Rule (N) above, when federal funds are expended by City of Dallas, the vendor certifies that during the term of an award for all contracts by City of Dallas resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (N) above.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(O) 102.05 Examinations of Plans, Specifications, Special Provisions, and Site of the Work

The Bidder is expected to examine carefully the site of the proposed work, the Proposal, Plans, Specifications, Supplemental Specifications, Special Provisions, and Contract forms before submitting a Proposal. The submission of a Proposal shall be considered prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing The Work and as to the requirements of the Plans, Specifications, Supplemental Specifications, Special Provisions, and Contract.

It is the obligation of the Bidders to make their own interpretation of all subsurface data that may be available as to the nature and extent of the materials to be excavated, graded, or driven through. Such information, if available and furnished to the Bidders by the Department, does not in any way guarantee the amount or nature of the material which may be encountered.

Pursuant to Standard Specifications Construction of Transportation Systems Rule (O) above, when federal funds are expended by City of Dallas, the vendor certifies that during the term of an award for all contracts by City of Dallas resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (O) above.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS
– 2 CFR § 200.333**

When federal funds are expended for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

**CERTIFICATION OF COMPLIANCE WITH COMPLIANCE WITH EPA REGULATIONS
APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN
EXCESS OF \$100,000 OF FEDERAL FUNDS**

When federal funds are expended for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES_____Initials of Authorized Representative of vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's _____Name/Company_____

Address, City, State, and Zip Code:_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____Date:_____

Federal Tax ID # _____

DUNS # (9 Digits) _____

CAGE Code (5 Digits): _____

Expiration Date: _____

EXECUTIVE ORDER No. 11246
September 28, 1965, 30 F.R. 12319
EQUAL EMPLOYMENT OPPORTUNITY

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

PART I---NONDISCRIMINATION IN GOVERNMENT EMPLOYMENT

Section 101. It is the policy of the Government of the United States to provide equal opportunity in Federal employment for all qualified persons, to prohibit discrimination in employment because of race, creed, color, or national origin, and to promote the full realization of equal employment opportunity through a positive, continuing program in each executive department and agency. The policy of equal opportunity applies to every aspect of Federal employment policy and practice.

Sec. 102. The head of each executive department and agency shall establish and maintain a positive program of equal employment opportunity for all civilian employees and applicants for employment within his jurisdiction in accordance with the policy set forth in Section 101.

Sec. 103. The Civil Service Commission shall supervise and provide leadership and guidance in the conduct of equal employment opportunity programs for the civilian employees of and applications for employment within the executive departments and agencies and shall review agency program accomplishments periodically. In order to facilitate the achievement of a model program for equal employment opportunity in the Federal service, the Commission may consult from time to time with such individuals, groups, or organizations as may be of assistance in improving the Federal program and realizing the objectives of this Part.

Sec. 104. The Civil Service Commission shall provide for the prompt, fair, and impartial consideration of all complaints of discrimination in Federal employment on the basis of race, creed, color, or national origin. Procedures for the consideration of complaints shall include at least one impartial review within the executive department or agency and shall provide for appeal to the Civil Service Commission.

Sec. 105. The Civil Service Commission shall issue such regulations, orders, and instructions as it deems necessary and appropriate to carry out its responsibilities under this Part, and the head of each executive department and agency shall comply with the regulations, orders, and instructions issued by the Commission under this Part.

PART II NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS

SUBPART A DUTIES OF THE SECRETARY OF LABOR

Sec. 201. The Secretary of Labor shall be responsible for the administration of Parts II and III of this Order and shall adopt such rules and regulations and issue such orders as he deems necessary and appropriate to achieve the purposes thereof.

SUBPART B CONTRACTORS' AGREEMENTS

Sec. 202. Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

"During the performance of this contract, the contractor agrees as follows:

"(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion,

or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Sec. 203. (a) Each contractor having a contract containing the provisions prescribed in Section 202 shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

(b) Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

(c) Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to

the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the contracting agency as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

(d) The contracting agency or the Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, creed, or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this Order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order. In the event that the union, or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the contracting agency or the Secretary of Labor may require.

Sec. 204. The Secretary of Labor may, when he deems that special circumstances in the national interest so require, exempt a contracting agency from the requirement of including any or all of the provisions of Section 202 of this Order in any specific contract, subcontract, or purchase order. The Secretary of Labor may, by rule or regulation, also exempt certain classes of contracts, subcontracts, or purchase orders (1) whenever work is to be or has been performed outside the United States and no recruitment of workers within the limits of the United States is involved; (2) for standard commercial supplies or raw materials; (3) involving less than specified amounts of money or specified numbers or workers; or (4) to the extent that they involve subcontracts below a specified tier. The Secretary of Labor may also provide, by the rule, regulation, or order, for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the contract: Provided, That such an exemption will not interfere with or impede the effectuation of the purposes of this Order: And provided further, That in the absence of such an exemption all facilities shall be covered by the provisions of this Order.

SUBPART C POWERS AND DUTIES OF THE SECRETARY OF LABOR AND THE CONTRACTING AGENCIES

Sec. 205. Each contracting agency shall be primarily responsible for obtaining compliance with the rules, regulations, and orders of the Secretary of Labor with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the rules of the Secretary of Labor in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the rules, regulations, and orders of the Secretary of Labor issued pursuant to this Order. They are directed to cooperate with the Secretary of Labor and to furnish the Secretary of Labor such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate, from among the agency's personnel, compliance officers. It shall be the duty of such officers to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.

Sec. 206. (a) The Secretary of Labor may investigate the employment practices of any Government contractor or subcontractor, or initiate such investigation by the appropriate contracting agency, to determine whether or not the contractual provisions specified in Section 202 of this Order have been violated. Such investigation shall be conducted in accordance with the procedures established by the Secretary of Labor and the investigating agency shall report to the Secretary of Labor any action taken or recommended.

(b) The Secretary of Labor may receive and investigate or cause to be investigated complaints by employees or prospective employees of a Government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Section of 202 of this Order. If this investigation is conducted for the Secretary of Labor by a contracting agency, that agency shall report to the Secretary what action has been taken or is recommended with regard to such complaints.

Sec. 207. The Secretary of Labor shall use his best efforts, directly and through contracting agencies, other

interested Federal, State, and local agencies, contractors, and all other available instrumentalities to cause any labor union engaged in work under Government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purposes of this Order. The Secretary of Labor shall, in appropriate cases, notify the Equal Employment Opportunity Commission, the Department of Justice, or other appropriate Federal agencies whenever it has reason to believe that the practices of any such labor organization or agency violate Title VI or Title VII of the Civil Rights Act of 1964 or other provision of Federal law.

Sec. 208. (a) The Secretary of Labor, or any agency, officer, or employee in the executive branch of the Government designated by rule, regulation, or order of the Secretary, may hold such hearings, public or private, as the Secretary may deem advisable for compliance, enforcement, or educational purposes.

(b) The Secretary of Labor may hold, or cause to be held, hearings in accordance with Subsection (a) of this Section prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. No order for debarment of any contractor from further Government contracts under Section 209(a) (6) shall be made without affording the contractor an opportunity for a hearing.

SUBPART D SANCTIONS AND PENALTIES

Sec. 209. (a) In accordance with such rules, regulations, or orders as the Secretary of Labor may issue or adopt, the Secretary or the appropriate contracting agency may:

- (1) Publish, or cause to be published, the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this Order or of the rules, regulations, and orders of the Secretary of Labor.
- (2) Recommend to the Department of Justice that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in Section 202 of this Order, appropriate proceedings be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals, or groups who prevent directly or indirectly, or seek to prevent directly or indirectly, compliance with the provisions of this Order.
- (3) Recommend to the Equal Employment Opportunity Commission or the Department of Justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964.
- (4) Recommend to the Department of Justice that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the Secretary of Labor as the case may be.
- (5) Cancel, terminate, suspend, or cause to be cancelled, terminated, or suspended, any contract, or any portion or portions thereof, for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be cancelled, terminated, or suspended absolutely or continuance of contracts may be conditioned upon a program for future compliance approved by the contracting agency.
- (6) Provide that any contracting agency shall refrain from entering into further contracts, or extensions or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the Secretary of Labor that such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this Order.

(b) Under rules and regulations prescribed by the Secretary of Labor, each contracting agency shall make reasonable efforts within a reasonable time limitation to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation, and persuasion before proceedings shall be instituted under Subsection (a) (2) of this Section, or before a contract shall be cancelled or terminated in whole or in part under Subsection (a) (5) of this Section for failure of a contractor or subcontractor to comply with the contract provisions of this Order.

Sec. 210. Any contracting agency taking any action authorized by this Subpart, whether on its own motion, or as directed by the Secretary of Labor, or under the rules and regulations of the Secretary, shall promptly notify the Secretary of such action. Whenever the Secretary of Labor makes a determination under this Section, he shall promptly notify the appropriate contracting agency of the action recommended. The agency shall take such action and shall report the results thereof to the Secretary of Labor within such time as the Secretary shall specify.

Sec. 211. If the Secretary shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless the bidder or prospective contractor has satisfactorily complied with the provisions of this Order or submits a program for compliance acceptable to the Secretary of Labor or, if the Secretary so authorizes, to the contracting agency.

Sec. 212. Whenever a contracting agency cancels or terminates a contract, or whenever a contractor has been debarred from further Government contracts, under Section 209(a) (6) because of noncompliance with the contract provisions with regard to nondiscrimination, the Secretary of Labor, or the contracting agency involved, shall promptly notify the Comptroller General of the United States. Any such debarment may be rescinded by the Secretary of Labor or by the contracting agency which imposed the sanction.

SUBPART E CERTIFICATES OF MERIT

Sec. 213. The Secretary of Labor may provide for issuance of a United States Government Certificate of Merit to employers or labor unions, or other agencies which are or may hereafter be engaged in work under Government contracts, if the Secretary is satisfied that the personnel and employment practices of the employer, or that the personnel, training, apprenticeship, membership, grievance and representation, upgrading, and other practices and policies of the labor union or other agency conform to the purposes and provisions of this Order.

Sec. 214. Any Certificate of Merit may at any time be suspended or revoked by the Secretary of Labor if the holder thereof, in the judgment of the Secretary, has failed to comply with the provisions of this Order.

Sec. 215. The Secretary of Labor may provide for the exemption of any employer, labor union, or other agency from any reporting requirements imposed under or pursuant to this Order if such employer, labor union, or other agency has been awarded a Certificate of Merit which has not been suspended or revoked.

PART III NONDISCRIMINATION PROVISIONS IN FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

Sec. 301. Each executive department and agency which administers a program involving Federal financial assistance shall require as a condition for the approval of any grant, contract, loan, insurance, or guarantee thereunder, which may involve a construction contract, that the applicant for Federal assistance undertake and agree to incorporate, or cause to be incorporated, into all construction contracts paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to such grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts by Section 202 of this Order or such modification thereof, preserving in substance the contractor's obligations thereunder, as may be approved by the Secretary of Labor, together with such additional provisions as the Secretary deems appropriate to establish and protect the interest of the United States in the enforcement of those obligations. Each such applicant shall also undertake and agree (1) to assist and cooperate actively with the administering department or agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with those contract provisions and with the rules, regulations, and relevant orders of the Secretary, (2) to obtain and to furnish to the administering department or agency and to the Secretary of Labor such information as they may require for the supervision of such compliance, (3) to carry out sanctions and penalties for violations of such obligations imposed upon contractors and subcontractors by the Secretary of Labor or the administering department or agency pursuant to Part II, Subpart D, of this Order, and (4) to refrain from entering into any contract subject to this Order, or extension or other modification of such a contract with a contractor debarred from Government contracts under Part II, Subpart D, of this Order.

Sec. 302. (a) "Construction contract" as used in this Order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

(b) The provisions of Part II of the Order shall apply to such construction contracts, and for purposes of such application the administering department or agency shall be considered the contracting agency referred to therein.

(c) The term "applicant" as used in this Order means an applicant for Federal assistance or, as determined by agency regulation, other program participant, with respect to whom an application for any grant, contract, loan, insurance, or guarantee is not finally acted upon prior to the effective date of this Part, and it includes such an applicant after he becomes a recipient of such Federal assistance.

Sec. 303. (a) Each administering department or agency shall be responsible for obtaining the compliance of such applicants with their undertakings under this Order. Each administering department and agency is directed to cooperate with the Secretary of Labor, and to furnish the Secretary such information and assistance as he may require in the performance of his functions under this Order.

(b) In the event an applicant fails and refuses to comply with his undertakings, the administering department or agency may take any or all of the following actions: (1) cancel, terminate, or suspend in whole or in part the agreement, contract, or other arrangement with such applicant with respect to which the failure and refusal occurred; (2) refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and (3) refer the case to the Department of Justice for appropriate legal proceedings.

(c) Any action with respect to an applicant pursuant to Subsection (b) shall be taken in conformity with Section 602 of the Civil Rights Act of 1964 (and the regulations of the administering department or agency issued thereunder), to the extent applicable. In no case shall action be taken with respect to an applicant pursuant to Clause (1) or (2) of Subsection (b) without notice and opportunity for hearing before the administering department or agency.

Sec. 304. Any executive department or agency which imposes by rule, regulation or order requirements of nondiscrimination in employment, other than requirements imposed pursuant to this Order, may delegate to the Secretary of Labor by agreement such responsibilities with respect to compliance standards, reports and procedures as would tend to bring the administration of such requirements into conformity with the administration of requirements imposed under this Order: Provided, That actions to effect compliance by recipients of Federal financial assistance with requirements imposed pursuant to Title VI of the Civil Rights Act of 1964 shall be taken in conformity with the procedures and limitations prescribed in Section 602 thereof and the regulations of the administering department or agency issued thereunder.

PART IV - MISCELLANEOUS

Sec. 401. The Secretary of Labor may delegate to any officer, agency, or employee in the Executive branch of the Government, any function or duty of the Secretary under Parts II and III of this Order, except authority to promulgate rules and regulations of a general nature.

Sec. 402. The Secretary of labor shall provide administrative support for the execution of the program known as the "Plans for Progress."

Sec. 403. (a) Executive Orders Nos. 10590 (January 19, 1955), 10722 (August 5, 1957), 10925 (March 6, 1961), 11114 (June 22, 1963), and 11162 (July 28, 1964), are hereby superseded and the President's Committee on Equal Employment Opportunity established by Executive Order No. 10925 is hereby abolished. All records and property in the custody of the Committee shall be transferred to the Civil Service Commission and the Secretary of Labor, as appropriate.

(b) Nothing in this Order shall be deemed to relieve any person of any obligation assumed or imposed under or pursuant to any Executive order superseded by this Order. All rules, regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and

those issued by the heads of various departments or agencies under or pursuant to any of the Executive Orders superseded by this Order, shall, to the extent that they are not inconsistent with this Order, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to be references to the comparable provisions of this Order.

Sec. 404. The General Services Administration shall take appropriate action to revise the standard Government contract forms to accord with the provisions of this Order and of the rules and regulations of the Secretary of Labor.

Sec. 405. This Order shall become effective thirty days after the date of this Order.

ATTACHMENT D

LOBBYING

31 U.S.C. 1352
49 CFR Part 19
49 CFR Part 20

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] –

Consultants who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier about that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 49 CFR PART 20—CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Consultant] certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/9/96)]. Note:

Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at U.S.C. 1601, et seq.)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352 (c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Consultant, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Consultant's Authorized Official

Name of Title of Consultant's Authorized Official

Date

ATTACHMENT E

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

49 CFR Part 29
Executive Order 12549

Certification Regarding Debarment, Suspension, and Other
Responsibility Matters

The Consultant, _____, certifies to the best of its knowledge and belief, that its principals;

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by the governmental entity (Federal, State or local) with the commission of any offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this Proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Consultant is unable to certify to any of the statements in this certification, such participants shall attach an explanation to this Bid.

THIS CONSULTANT, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature of Authorized Official

Witness

Title of Authorized Official

Date

ATTACHMENT F

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror will provide DBE utilization in the following manner.:

_____ The bidder/offeror is committed to a minimum of a _____% DBE utilization goal on this contract.

Name of bidder/offeror's firm: _____

State Registration No.: _____

By: _____
Signature Title

*Note – Please utilize the Vendor Number of the DBE shown on the State of Georgia UCP Directory as the State Registration number

ATTACHMENT G
LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Copy of the current certification letter notifying the firm that it has been DBE certified by Georgia Department of Transportation must be attached.

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$_____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in the Letter of Intent and Affirmation shall be null and void.

Note: Submit this page for each DBE subcontractor.

Attachment H

General Certifications

I, _____, as the proposer or authorized agent for proposer, for the purposes of making a submission in response to the RFP for the Battlefield Trail Phase III Connector Scoping Study for City of Dallas, Georgia, hereby swear, affirm, and acknowledge under penalty of law as follows:

- No circumstances exist which cause a conflict of interest in performing the services required by this RFP.
- That no employee of City of Dallas, nor any official thereof, nor any public agency or official affected by this RFP, has any pecuniary interest in the business of the responding proposer or sub-consultant(s) thereof, nor has any interest that would conflict in any manner or degree with the performance related to this RFP. The proposer also warrants that proposer and its sub-consultant(s) have not employed or retained any company or person other than a bona fide employee working solely for the responding firm or sub-consultant(s) to solicit or secure a contract agreement with City of Dallas, as related to this RFP, and that proposer and its sub-consultant(s) have not paid or agreed to work solely for the responding firm or his sub-consultant(s) in exchange for any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Agreement.
- For any breach or violation of this provision, the City shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.
- That in the event proposer is also the successful proposer, proposer shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms herein stated.
- The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor.

- No attempt has been made, or will be made, by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

So sworn, this _____ day of _____, 2021.

Printed Name of Proposer

By:

Signature of Authorized Agent of Proposer

Printed Name of Authorized Agent

Sworn to and subscribed before me
this the _____ day of _____, 20__.

Notary Public Signature

Attachment I

Non-Collusion Affidavit

Now here appeared before the undersigned officer duly authorized by the State of Georgia to administer oaths _____ and after being duly sworn, deposed and say that, they are all the officers, agents, persons or employees who have acted for

(Company Name) on the SR 6 Scoping Study proposal and that said has not by (himself, herself, themselves) or through any persons, officers, agents or employees prevent or attempted to prevent by any means whatsoever, competition in such bidding; or by any means whatever prevented or endeavored to prevent anyone from making a bid therefore, or induced or attempted to induce another to withdraw bid from said work.

By: _____
Signature of Affiant

Name – Typed or Printed

Title

Sworn to and subscribed before me this
_____ day of _____, 20____.

Notary Public _____

(Seal)

Note: See OCGA 36-91-21(e)

Attachment J

Company Information Form

Certification of Non-Collusion in Proposal Preparation_

Signature

Date

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the proposal and all documents referred to therein. Offers and agrees, if this proposal is accepted by the Mayor and Council within one hundred twenty (120) days of the date of the proposal opening, to furnish any or all of the items upon which prices are quotes, at the price set opposite each item, delivered to the designated point(s) within the time specified in the fee schedule.

Legal Business Name: _____

Federal Tax ID: _____

Address: _____

Representative Signature: _____

Print Authorized Representative's Name: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

Contact person (if someone other than the authorized representative: _____

Note: return this sheet with your technical proposal submittal (Not your cost proposal submittal)